

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF PENNSYLVANIA)
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COUNTY OF BEAVER)

This Assignment, Bill of Sale and Conveyance (this "Assignment"), dated effective as of May 1, 2010, at 7:00 a.m. Central Standard Time (the "Effective Time"), is made by **Chesapeake Appalachia, L.L.C.**, an Oklahoma limited liability company, with a notice address of P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, ("Assignor") to **Ergon Exploration, Inc.**, with a notice address of P. O. Box 23546, Jackson, MS 39225, **GeoSouthern Energy Corporation**, with a notice address of 1425 lake Front Circle, The Woodlands, TX 77380, **Petro Evaluation Services, Inc.**, with a notice address of 3927 Cleveland Road, Wooster, OH 44691, and **O & G Investment Holdings, LLC**, with a notice address of 3927 Cleveland Road, Wooster, OH 44691, (collectively "Assignees").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignees (50.00% of 8/8ths to Ergon Exploration, Inc., 30.00% of 8/8ths to GeoSouthern Energy Corporation, and 20.00% of 8/8ths to Petro Evaluation Services), subject to the terms and reservations hereof, all of Assignor's right, title and interest in and to the following (the "Properties"):

- (1) All of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, as extended or amended and the lands covered thereby (the "Leases");
- (2) All working interests, net revenue interests, farmout or farmin rights, royalty, overriding royalty or other non-working or carried interests, operating rights and other mineral rights of every nature in and to the Leases;
- (3) All presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignor's interest in and to the Properties covered or units created thereby which are attributable to the Leases;
- (4) All presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any interests pooled or unitized therewith;
- (5) All oil and gas and associated hydrocarbons produced from the Leases or any interests pooled or unitized therewith from and after the Effective Time;
- (6) All easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications facilities and all other rights and appurtenances situated on or used in connection with the Leases or any interests pooled or unitized therewith;
- (7) All rights, obligations, liabilities and responsibilities as to gas imbalances, if any, attributable to the Properties as of the Effective Time;
- (8) All tangible personal property, equipment, fixtures and improvements, including, but not by way of limitation, all oil and gas wells, injection wells, salt water, disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities, water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other

